

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AT CLEVELAND)**

WHITEAMIRE CLINIC, P.A., INC., an Ohio corporation, individually, and as the representative of a class of similarly-situated persons,

Case No. 1:16-cv-00226-CAB Senior Judge Christopher A. Boyko

Plaintiffs,

v.

CARTRIDGE WORLD NORTH AMERICA, LLC. and JOHN DOES 1-10,

Defendants.

DECLARATION OF MARK PINNER

Mark Pinner, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct, unless stated upon information and belief:

1. My name is Mark Pinner. The facts stated herein are based on my own personal knowledge and, if called upon to do so, I can competently testify hereto.
2. I am the Chief Executive Officer of Cartridge World USA, LLC, a Delaware limited liability company (“CW USA”) with a principal place of business in McHenry, Illinois.
3. CW USA is an indirect subsidiary of Blackford Capital Associates II, Inc. (“Blackford”). Blackford is a private equity fund that invests in and/or acquires operating businesses, generally through one or more subsidiaries and/or holding companies. Blackford has an extensive portfolio of investments and platforms across different industries.
4. Blackford formed CW USA for the sole purpose of licensing and operating the Cartridge World business. CW USA had not engaged in any business or operations of any sort

prior to December 23, 2019. Blackford contributed funds to CW USA for various operating and working capital purposes, including funding the license fee and assumption fee described below.

5. On December 23, 2019, CW USA entered into that certain Master License Agreement (the "License Agreement") with Cartridge World Australia Pty Ltd. ("Licensor").

6. Pursuant to the License Agreement, CW USA licensed the right to operate the Cartridge World business from Licensor. On the date of the License Agreement, CW USA paid Licensor \$2.6 million as a fee for this license.

7. In connection with the License Agreement, CW USA assumed certain agreements relating to the Cartridge World business from Cartridge World North America, LLC ("CWNA"), a subsidiary of Licensor. CW USA paid CWNA \$780,000 on the date of the License Agreement for such assumption.

8. Prior to the date of the License Agreement, the Cartridge World business was operated by CWNA.

9. Prior to the date of the License Agreement, CW USA had no involvement in the Cartridge World business whatsoever.

10. Neither Blackford nor CW USA have any ongoing business or other relationship with CWNA.

11. Neither Blackford nor CW USA are a parent, subsidiary, affiliate, or successor of CWNA.

12. Neither Blackford nor CW USA have any common ownership with CWNA.

13. Neither Blackford nor CW USA received any transfer or assignment of assets from CWNA at any time.

14. The License Agreement specifically requires Lessor to indemnify CW USA from all damages or losses arising from Lessor's or CWNA's operation of the Cartridge World business prior to the date of the License Agreement.

15. Neither Blackford nor CW USA have access to the corporate or financial records of CWNA.

[Signature Page Follows]

[Signature Page to Declaration of Mark Pinner]

Dated: May 24th, 2021



Mark Pinner

Mark Pinner